

Memorandum of Understanding

March 31, 1993

Between

Central Park Conservancy

and

**City of New York
Parks & Recreation**

Memorandum of Understanding

WHEREAS, the Parks Commissioner is charged with the responsibility for the management, maintenance and operation of City parks and recreation facilities under the jurisdiction of the Department of Parks and Recreation pursuant to Section 533 of the New York City Charter; and

WHEREAS, pursuant to its Certificate of Incorporation, Central Park Conservancy, Inc. ("CPC") was formed in 1980 to promote and assist in the restoration, preservation, maintenance and operations of Central Park; and

WHEREAS, CPC is an effective advocate for Central Park through fundraising and expenditure of funds for maintenance, capital improvement and restoration, services, programs, and facilities within Central Park to augment those supplied by the City of New York; and

WHEREAS, the Commissioner and the CPC desire to assure that the coordinated efforts of the Parks Department ("DPR") and CPC will continue to serve the best interests of the public; and

WHEREAS, subject to the supervision of the Commissioner and the Manhattan Borough Commissioner, CPC and DPR working together have created an effective public private partnership through which CPC administers Central Park with the City of New York.

In furtherance of the foregoing, CPC and DPR have agreed to the following:

1. CPC shall remain a not-for-profit organization with all revenues used to cover CPC costs and to fund capital projects and/or operation expenses of Central Park.

2. The Administrator of Central Park is currently the President of CPC and will continue to serve in this dual capacity during the pendency of an application for Conflicts of Interest Board approval pursuant to the New York City Charter. Following a favorable determination by the Conflicts of Interest Board, any vacancy in the office of the Administrator shall be filled by mutual consent of the Parks Commissioner and the Chairman of CPC. Each Administrator who succeeds the current Administrator shall, in addition to being the President of CPC, be an employee of DPR, shall be compensated by DPR for the performance of all duties and responsibilities of Administrator and shall be compensated by CPC for the performance of the duties and responsibilities of the office of President of CPC. The Parks Commissioner and the Manhattan Borough Commissioner shall retain supervisory authority over the Administrator, and the Administrator shall have all the authority of any administrator of any park. Nothing in this agreement shall impair or diminish the powers

of the Commissioner and DPR set forth in the New York City Charter with respect to Central Park.

3. DPR has final authority over all capital projects and programs undertaken in Central park and CPC has final authority over deciding the projects and programs for which it will raise money from private donors. Consistent with the notion of a public-private partnership and in an effort to ensure the efficient allocation of CPC and DPR resources, CPC and DPR, as early as reasonably practicable, shall coordinate the preparation of operating, expense, fundraising and capital budgets (including any amendments therefor) for Central Park and shall review and consult with each other concerning operating assumptions, major fund raising projects, budget allocations, maintenance, operation, program priorities and the like.

4. The Central Park Administrator has the authority to accept gifts made to CPC and subject to the supervision and approval of the Parks Commissioner and the Manhattan Borough Commissioner, consistent with their authority pursuant to the New York City Charter, commit to how such gifts shall be used in Central Park.

5. Subject to the supervision and approval of the Parks Commissioner, the Deputy Commissioner and the Manhattan Borough Commissioner, CPC may provide services in Central

Park under the general supervision of the Administrator, including horticulture, maintenance, education, recreation tours, food, products, programs, design and construction, and, where appropriate, may derive revenues through fees or other charges (which will be used directly for maintenance or improvements in Central Park) for such services. The Commissioner shall have the right to require CPC to waive any such revenue in connection with activities sponsored by DPR or any city agency. CPC's right to receive revenues shall be subject to any additional City authorization and approvals which may be necessary, including without limitation, any necessary approval by the Franchise and Concession Review Committee.

6. Without limiting in any way the authority of the Parks Commissioner to authorize or hold special events or other recreation, sports, entertainment or cultural events using Central Park as a venue, the Parks Commissioner shall advise the Administrator as to such event, and, where appropriate, CPC and the Parks Commissioner shall consult prior to such event-authorization, on the share of any donations derived from such event to be allocated for CPC, as well as the use of the name of the CPC in connection with such event. CPC shall obtain the consent of DPR prior to CPC holding any such event using Central Park as a venue.

7. The Central Park Administrator and the Manhattan Borough Commissioner shall work with CPC to organize and coordinate the work done by CPC and DPR employees within Central Park in order to promote maximum efficiency.

8. CPC shall maintain in effect the provisions contained in its By-laws providing for certain mayoral appointments to its Board as well as the appointment of the Parks Commissioner, Borough President and Administrator as ex officio members.

9. The DPR supports the continuation of the commitment by each Mayor of the City of New York heretofore during the existence of the CPC that Central park continue to enjoy the same proportionate budgetary support among parks from the City that it has previously had.

10. In the event of (i) a fundamental policy or operational disagreement between CPC and DPR that impairs or limits the ability of the Administrator/President to carry out his or her responsibilities hereunder or (ii) the desire of either CPC or DPR to terminate or discharge the Administrator/President, the Parks Commissioner and Chairman of CPC shall attempt in good faith in the case of (i) above to resolve such differences and in the case of (ii) above to determine whether there is mutual agreement to the proposed termination or discharge or mutual agreement as to a

successor Administrator/President. In either case, if the parties are unable to reach a satisfactory resolution, or if the approval referred to in paragraph 2 is not obtained, then either DPR or CPC, upon 30 days written notice, shall have the right to terminate this agreement.

NEW YORK CITY DEPARTMENT
OF PARKS & RECREATION

By Bob Cothran
Commissioner

CENTRAL PARK CONSERVANCY

By Sam M. Mollstein
Chairman

March 31, 1993